

**LABOR AGREEMENT**  
**JULY 1, 2011- JUNE 30, 2015**

**CITY OF RENO**  
**AND**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**STATIONARY LOCAL # 39, AFL-CIO**  
**SUPERVISORY UNIT**

INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY LOCAL #39, AFL-CIO
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# **AGREEMENT**

**between**

**THE CITY OF RENO - NEVADA**

**and**

**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
STATIONARY LOCAL #39, AFL-CIO**

**(Supervisory Unit)**

## **PREAMBLE**

This CONTRACT, entered into by the CITY OF RENO, hereinafter referred to as the City, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY LOCAL #39, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of a responsible labor relations policy between the City and the Union; the establishment of a procedure to orderly and equitably dispose of grievances and complaints; and to set forth the full and entire understanding of the parties regarding rates of pay, hours of work, and other conditions of employment.

## **ARTICLE I. RECOGNITION AND COVERAGE**

### **A. RECOGNITION**

1. The City recognizes the Union as the sole and exclusive bargaining agent for all regular full-time and regular part-time employees in the Supervisory Unit.

2. The Union recognizes the City Manager or his/her designee(s) as the negotiating representative(s) for the City and shall negotiate exclusively with him/her or his/her designee(s), except as otherwise specifically provided in this Contract.

### **B. COVERAGE OF EMPLOYEES**

1. The Supervisory Unit consists of all City employees as stated in the listing of classes set forth in Appendix A of this Contract.

2. This Contract applies only to employees in the above described representation unit.

3. It is understood that the composition of the above described representation unit is subject to change.

## **ARTICLE II. EMPLOYEE RIGHTS**

### **A. GENERAL PROVISIONS**

1. Any employee, except for those employees designated as confidential, in a classification listed in Appendix A of this Contract has the right to the full benefits and protections of this Contract as may be generally provided or set forth in this Contract; except that,

2. Any employee dismissed from City employment while serving an initial probationary period shall not have the right to appeal such dismissal.

### **B. UNION MEMBERSHIP**

1. Any employee, except for those employees designated as confidential, in a classification listed in Appendix A of this Contract has the right to join or not join the Union without fear of intimidation, coercion, or reprisal by any party.

### **C. EMPLOYEE FILES**

1. The City shall keep a central personnel file for each employee. Departments and divisions may also keep formal personnel files. In addition, supervisors may keep working personnel files.

2. The City and the Union recognize that employee personnel files should be maintained on a confidential basis.

3. Access to personnel files shall ordinarily be restricted to the employee and those individuals directly responsible for the supervision and administration of the employee, or those City employees in authority with a legitimate need to know.

4. Upon appropriate request, an employee may inspect his central or formal departmental and/or divisional personnel file subject to the following:

- a. Routine inspection of the file(s) may only take place within the calendar month of the employee's hire date or within sixty (60) days of requesting an appointment with Human Resources.
- b. Non-routine inspection of the file(s) may take place:
  - (1) When an employee has made application for a job, provided that such inspection must occur within thirty (30) calendar days of the filing of the employment application, or
  - (2) When an employee has an active, written grievance on file. The employee may have a representative present during such inspection.

5. Upon appropriate request, an employee may obtain copies of materials in the central or formal departmental and/or divisional files. The employee shall bear the cost of duplication.

6. Pre-employment information, e.g., reference checks and responses, copies of civil service testing materials, and information provided the City with the specific request that it remain confidential, shall not be subject to inspection or copying.

7. Employees shall be notified when a formal, written warning is placed in the central or formal departmental and/or divisional files.

8. The employee may present evidence in support of a request that material be removed from his central, departmental or divisional personnel file if he believes the material to be inaccurate or misleading. With respect to material contained in the formal departmental or divisional file, the decision to remove the material shall be made by the Department Head. With respect to material contained in the central personnel file, the decision to remove the material shall be made by the Labor Relations Administrator after considering the evidence presented by the employee and the recommendation of the Department Head. The provisions of this paragraph shall not be subject to the grievance/arbitration procedure.

#### D. DISCIPLINARY RECORDS

Upon written request from the Union on behalf of the employee to the Human Resources Department, records of disciplinary action shall be sealed in the central personnel files when there has been no recurrence of misconduct in accordance with the following schedule:

- a. Written reprimands shall be sealed after one (1) year from the date of issuance if there has been no recurrence.
- b. Suspensions of less than five (5) days shall be sealed after three (3) years from the date of issuance if there has been no recurrence.
- c. Suspensions of five (5) days or more shall be sealed after five (5) years from the date of issuance if there has been no recurrence.

The schedule for sealing disciplinary records shall not apply to discipline for misconduct involving moral turpitude, or violations of sexual harassment and/or discrimination policies or laws. Sealed disciplinary records may be accessed by the City Attorney.

#### E. EMPLOYEE PARKING

In the event employees begin to incur expenses for parking in the future, the City and the Union agree to meet and confer on this provision of the Agreement to discuss the impact of said expenses.

### **ARTICLE III. UNION RIGHTS**

#### **A. PAYROLL DEDUCTION**

1. The City agrees to deduct from the biweekly wages of each Union Member the authorized deduction for Union dues and assessments and for Union per capita payments.

a. Such authorized deduction must be individually and voluntarily executed in writing by the employee in a format agreed upon by the City and the Union.

(1) Such authorized deduction can be executed at any time during the life of this Contract to become effective on the first full pay period after five (5) days prior submission to the appropriate City agency.

(2) Within sixty (60) days of the signing of this agreement, the Union shall notify the City by certified mail of the amount to be deducted for Union dues and assessments and for Union per capita payments, said deductions to become effective the first full pay period following receipt of the Union's notice. Thereafter, the Union shall provide the City notice by certified mail of the amount to be deducted during the term of the Agreement with payment to become effective by the first full pay period following receipt of the Union's notice.

(3) The City agrees to continue to honor all such authorized deductions presently in effect.

b. Such authorized deduction shall remain in full force and effect for the duration of this Contract between the City and the Union unless canceled in writing by the employee in a format agreed upon by the City and the Union, and subject to the following:

(1) Such cancellation can only be made during an annual fifteen (15) day period from June 15 through June 30. Notification of such cancellation shall be in the form of a certified letter to the Union and the City postmarked during that time period.

(2) If the number of cancellations is in an amount sufficient to show that the Union no longer has the support of a majority of the bargaining unit, then the City may withdraw recognition from the Union and provide for a representation election, if warranted, as soon as may be reasonable.

(3) If an organization other than the Union is certified as the new bargaining agent, then all deductions will cease and the

certified bargaining agent shall assume any and all rights and obligations relative to representation.

- (4) The payment of dues deductions shall not be deemed by the Local Government Employee/Management Relations Board to show majority support if a cancellation notice has been properly filed with the City pursuant to A.1.b.(1) above.
- c. The employee's earnings must be regularly sufficient after required deductions are made to cover the amount of appropriate Union deductions. When the employee's wages are not sufficient to cover the full employee withholding, no Union deductions will be made.
- d. If state law is changed to permit agency shops or fair share deductions, the parties agree to open negotiations with regard to those changes.

2. The City agrees to deduct from the biweekly or monthly wages of each Union member the authorized deduction for a Union authorized insurance and benefit program, subject to the provisions of paragraph "a" and "b" above, except that cancellation of such program may be made at any time to take effect on the next full pay period after five (5) days prior submission to the appropriate City Agency.

3. The City agrees not to honor any check-off authorizations or dues deduction authorizations executed by any employee in the aforementioned bargaining unit in favor of any other labor organization or organization representing employees for purposes of negotiation or providing for wages, hours, and working conditions, and other fringe benefits for its members.

4. The Union agrees to indemnify, defend and hold the City harmless against any and all claims or suits that may arise out of or by reason of action taken by the City in reliance upon any authorization cards submitted by the Union to the City. The Union agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provisions upon presentation of proper evidence of error or mistake.

5. The City agrees to deduct from the biweekly wages of each employee in the aforementioned bargaining unit the authorized deduction of such funds as he/she may specify for the City of Reno Credit Union, U.S. Savings Bonds, United Way, Operating Engineers Local #3 Credit Union, the authorized Health Plan or such other purposes as the City may hereafter approve.

## B. UNION COMMUNICATIONS

1. The Union may use City conference rooms and similar building facilities for meetings with employees in the unit it represents; may post material on bulletin boards provided to serve employees in the unit it represents; and may visit work locations to confer with its members regarding grievances or other business within the scope of representation or as otherwise provided for in this Contract.

- a. Use of City meeting facilities requires reasonable advance notice to the appropriate City official and is subject to prior scheduling.
- b. The Union shall be entitled to reasonable use of bulletin boards at work locations where they are established or where they may be located as agreed upon by the Union and the appropriate Department Head. The Steward of the area or the Union Business Representative shall have the responsibility to update and maintain the bulletin boards.
- c. Duly authorized representatives of the Union shall be permitted to enter offices to transact business within the scope of representation and to observe conditions under which employees are employed and carry out their responsibilities; provided, however, that Union representatives shall, upon arrival at the facility, notify the person in charge of the areas he wishes to visit. Access shall not be unreasonably denied. If denied, the reason or reasons for denial must be stated.

2. The Union may include notices with the payroll checks only when approved by the City Manager or his/her designee.

#### C. UNION REPRESENTATION AND RELEASE TIME

1. The City recognizes and agrees to deal with designated stewards and representatives of the Union on all matters relating to discipline, grievances and the interpretation, application or enforcement of the express terms of this Contract.

- a. The Union may designate four (4) Stewards from the Supervisory Unit to be assigned as determined by the Union as specified in Appendix B.
- b. The Union shall furnish the City in writing with the names of all Representatives and Stewards immediately after their designation.
- c. All Stewards shall have the right to utilize City e-mail systems, fax machines and telephones to contact the Union Business Representative pursuant to City policies.

2. At the request of the Union, Steward(s) may be allowed reasonable time off without loss of pay to represent the Union in meetings with any formal City body or with representatives of the City for purposes deemed appropriate by the City and the Union.

3. At the request of the Union, Steward(s) shall be allowed sixteen (16) hours City release time without pay per fiscal year for Steward's training, provided that the City is given at least thirty (30) days advance written notice.

4. Upon the request of an aggrieved employee, a Representative of the Union or the Steward may investigate the specific grievance, provided that the employee is in the Steward's assigned area of responsibility and the Steward assists in its presentation.

- a. A Steward shall be allowed reasonable time for this purpose during working hours without loss of pay, subject to prior notification and approval of their supervisor.
- b. If the Steward requests to leave the work site, they shall keep to a minimum the time spent in fulfilling their duties.

5. It shall be the responsibility of all Stewards to discuss first with the affected employee's immediate supervisor any question regarding interpretation or application of this Contract.

6. Any employee who is a real party in interest or who is subpoenaed as a Union or City witness in matters relating to employee-employer relations shall be released with pay by the City for reasonable periods of time spent concerning such matters, provided that:

- a. The employee(s) have the prior approval of the City Manager or his/her designee (such approval will not be unreasonably denied).
- b. The time released with pay is during the employee's normally scheduled working hours.
- c. No overtime shall be paid as a result of an employee's participation in such matters.

7. Within six (6) months prior to the expiration of this contract the Union, subject to reasonable notice to the City, may request an aggregate total of sixty four (64) hours of paid release time for preparation for upcoming contract negotiations. Said time shall be coordinated through the City's Human Resources Director or Designee for coordination with the various City Departments.

8. The Union will be provided an additional one hundred (100) hours of paid release time for Union business to be used at their discretion. The Union shall notify the appropriate supervisor to assure there will be no business interruption due to granting of leave time.

#### **ARTICLE IV. MANAGEMENT RIGHTS**

##### **A. GENERAL PROVISIONS**

1. All rights, functions and responsibilities of the City not specifically modified by this Contract shall remain the vested functions of the City.

2. This Contract is not intended to restrict discussion with the Union regarding

matters within the scope of the City's Management Rights.

**B. SPECIFIC PROVISIONS**

1. The City is entitled to the sole right and authority to operate and direct the affairs of the City in all its various aspects. Those rights include but are not limited to the following:

- a. The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
- b. The right to reduce in force or lay off any employee because of the lack of work or lack of funds. In exercising this right, the local government employer shall comply with all other applicable provisions of the Nevada Revised Statutes, if any.
- c. The right to determine:
  - (1) appropriate staffing levels and work performance standards except for safety considerations;
  - (2) the content of the workday, including without limitation work load factors, except for safety considerations;
  - (3) the quality and quantity of services to be offered to the public;
  - (4) the means and methods of offering those services; and
  - (5) the safety of the public.
- d. The right to maintain the efficiency of its governmental operations.

2. Notwithstanding the provisions of this Contract, the City has the right to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder.

**ARTICLE V. GENERAL PROVISIONS**

**A. STRIKES AND LOCKOUTS**

1. No lockout of employees shall be instituted by the City during the term of this Contract.

2. The Union agrees that during the term of this Contract neither it nor its officers, employees or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slow downs, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with the normal work of the City.

3. In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

**B. DISCRIMINATION**

1. The City will not unlawfully interfere with or discriminate in any way against any employee by reason of his/her membership in the Union or participation in any activity approved by this Contract, nor will the City unlawfully discourage membership in the Union or encourage membership in any other employee organization.

2. The Union, in turn, recognizes its responsibility as exclusive bargaining agent and agrees to represent all employees without discrimination, interference, restraint, or coercion.

3. The provisions of this Contract shall be applied equally to all employees, without discrimination as to physical or mental disability, age, sex, marital status, religion, race, color, creed, national origin, or political or Union membership.

4. The City and the Union shall share equally the responsibility for applying this provision of the Agreement. Allegations of Union membership discrimination are subject to the grievance procedure; all other allegations of discrimination shall be excluded from the grievance procedure and shall be heard by the appropriate City department and/or the appropriate State and/or Federal agency.

**C. SAVINGS CLAUSE**

1. In the event that any provision of this Contract is or shall be rendered invalid by applicable legislation or be declared invalid by any court or regulatory agency of competent jurisdiction, such action shall only invalidate that provision of the Contract.

2. It is the express intention of the City and the Union that all other provisions not rendered invalid shall remain in full force and effect, and that the parties shall enter into negotiations to bring the invalid section or sections into compliance.

**D. POLYGRAPH TESTING**

The City may request but shall not require an employee to submit to a polygraph examination. Should the employee agree, the employee shall be informed of the topic of the examination and provided twenty-four (24) hours notice of the examination.

**ARTICLE VI. GRIEVANCE PROCEDURE**

**A. PURPOSE**

1. This grievance and complaint procedure shall be used to process and resolve grievances and complaints arising under this Contract.

2. The purposes of this procedure are:
  - a. To resolve grievances and complaints at the lowest possible level;
  - b. To provide an orderly procedure for reviewing and resolving grievances and complaints promptly.

B. DEFINITIONS

1. A grievance is a dispute by one or a group of employees, or a dispute between the Union and the City involving the interpretation, application or enforcement of the express terms of this Contract.

2. As used in this procedure the term "party and/or grievant" means an employee, the Union or the City.

3. For the purpose of this Article, a business day is defined as Monday through Friday, exclusive of holidays.

C. TIME LIMITS

1. Each party involved in a grievance shall act quickly so that the grievance/complaint may be resolved promptly.

2. Every effort should be made to complete action within the time limits contained in the grievance/complaint procedure, but with the written consent of all parties the time limitations for any step may be extended.

D. REPRESENTATION

1. The grievant may be represented at any of the specified steps of this grievance procedure by the Union Representative.

E. APPLICATION

1. Grievances as defined above in Section B shall be processed through this procedure.

2. Complaints that are outside the definition of a grievance may be processed through Step 2 but not subject to arbitration.

3. Appeals for discipline, excluding written reprimands, shall be processed through this procedure. Written reprimands shall be processed through Step 2.

4. All complaints involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than six (6) months from the date of filing.

F. RESPONSE

1. At each step of the formal grievance procedure, a copy of the decision shall be sent to the Union at the same time as the decision is sent to the grievant.

G. GRIEVANCE PROCEDURE

Step 1. Within ten (10) business days of knowledge of the occurrence, the grievant shall present a written grievance on the prescribed form to the Department Head. The Department Head or his designee shall within ten (10) business days after receipt of the written grievance, contact the Union to schedule a meeting to hear said grievance. Within ten (10) business days following the meeting, the Department Head or designee shall issue a written decision. Should the Department Head fail to issue a decision pursuant to the above guidelines, the Union may proceed to the next step of the grievance procedure.

Step 2. In the event the recommendation of the Department Head is not accepted by the Union, within ten (10) business days following receipt of answer from Step 1, the Union may submit the grievance to the City Manager. Within ten (10) business days following receipt, the City Manager or his designee shall issue a written decision. Should the City Manager fail to issue a decision pursuant to the above guidelines, the Union may proceed to the next step of the grievance procedure.

Step 3. Within ten (10) business days of receipt of the City Manager's decision, the Union may submit the grievance to arbitration. Once the grievance has been submitted to arbitration, a representative from the Human Resources Department and the Union shall meet within thirty (30) business days in an effort to resolve the grievance.

H. ARBITRATION

1. If the City Manager's decision is unacceptable to the Union, the City and the Union may agree upon an arbitrator who is experienced, impartial, disinterested and of recognized competence.

2. If the parties are unable to agree upon an arbitrator, a request for a list of seven (7) arbitrators shall be made to the American Arbitration Association by either party and the parties shall be bound by the rules and procedures of the American Arbitration Association.

3. The party requesting arbitration shall strike the first name and each party in turn shall strike a name until one name remains.

4. Costs and expenses of arbitration shall be borne equally by the parties; however, each party will pay their own expenses in preparation for any arbitration hearing.

5. All hearing(s) held by the arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearing(s).

I. DECISION

1. The decision of the arbitrator shall be final and binding.
2. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Contract, but shall limit his/her decision to the application and interpretation of its provisions.

J. WITNESSES

1. Prior to the arbitration hearing, the Union shall furnish the City with a list of witnesses it desires to call who would be otherwise working.
2. The parties will be reasonable in the scheduling of time off to accommodate both the operations of the City and the grievant's fair hearing.
3. The City will assume no overtime liability as a result of a grievant's or witness's testimony.

K. CITY INITIATED GRIEVANCE

1. In the event that the City initiates a grievance against the Union, it will be forwarded in writing by the appointing authority to the Union.
2. Within ten (10) business days from the receipt of the grievance, the Union will meet with the City in an attempt to resolve the grievance.
3. Should the parties not be able to resolve the grievance at this meeting, the Union will have ten (10) business days from the day of the meeting to respond in writing.
4. Should no satisfactory agreement be reached, the City may proceed with arbitration as set forth in Section H above.

**ARTICLE VII. DISCIPLINE/DISCHARGE**

A. PURPOSE

1. All discipline shall be for just cause. Further, it is the purpose of this Article to provide for an equitable and expeditious manner for the resolution of disputes arising from the imposition of discipline.
2. The Supervisor, Manager and/or Department Head will evaluate each incident on its own merit and determine the appropriateness of disciplinary action following City policy on corrective action/progressive discipline. Disciplinary action will be initiated at the level most appropriate based on evaluation of the merits and the severity of the incident.

B. DEFINITIONS

1. Just cause for any discipline as defined in this Article is subject to appeal and review under Article VI, Grievance Procedure, except as provided in Section D below.
2. The term discipline as used in this Article shall include discharge, demotion, suspension and written reprimands.

C. GENERAL PROVISIONS

1. An employee who reasonably believes that an interview or discussion will result in disciplinary action against him/her shall have the right to request that a Chief Steward or Union Representative be present during the interview or discussion. In instances where the employee has requested representation pursuant to the above, the employee shall be afforded fair opportunity to arrange for such representation.
2. The City and the Union agree that employee evaluations should not be used in lieu of disciplinary measures.
3. If the City decides to use a tape recording device, the City shall use two (2) tape recording devices and provide one (1) tape to the employee.

D. WRITTEN REPRIMANDS

1. A written letter of reprimand shall only be subject to review through the City Manager or his designee and not subject to arbitration.
2. Upon completion of the review, the City Manager or his designee may withdraw, modify or affirm the written reprimand.
3. Within thirty (30) calendar days of the final disposition by the City Manager or his designee, the affected employee may submit a written statement responding to the reprimand and such statement shall be included in the official personnel file.
4. Such written responses shall remain in the official personnel file for as long as the reprimand remains in the file.
5. An employee shall have thirty (30) calendar days from the receipt of a written reprimand to submit a written statement to respond to the written reprimand.

E. EMPLOYEE OPTION

1. Each regular employee who is covered by Civil Service regulations and who has been disciplined shall, except for written reprimands, have the option of pursuing the grievance-arbitration procedures set out in Article VI of this Contract or Civil Service remedies where applicable.
  - a. Any employee choosing to pursue the remedy under Civil Service

waives his/her right to pursue the remedy under Article VI and such remedy shall no longer be available to that employee.

- b. An employee pursuing an appeal under Article VI waives his/her right to pursue Civil Service remedies. An employee who appeals under Article VI shall begin at Step 1 within ten (10) work days following the notification of discipline.

#### F. PRE-DISCIPLINARY HEARING

1. Any employee being suspended five (5) or more days, demoted, or discharged shall have the opportunity to respond to the specific charges and present evidence on his/her behalf in a pre-disciplinary hearing before the Department Head or his/her designee prior to implementation of the disciplinary action.

2. The purpose of a pre-disciplinary hearing is for the employee to respond to the specific charges and present evidence on his/her behalf.

3. The employee shall have the right to be represented at this hearing by a Union Representative.

4. The City will follow legal requirements including *Skelly and Weingarten* for any applicable disciplinary actions or hearings.

### **ARTICLE VIII. HOURS OF WORK AND OVERTIME**

#### A. HOURS OF WORK

1. Regular full-time employees of the City will normally work five (5) days, forty (40) hours per week, eight (8) hours per day, fifty-two (52) weeks per year, including authorized absences with pay.

2. A work day is defined as one, eight (8) hour period commencing at the employee's reporting time and ending at the completion of their shift, inclusive of two (2) rest periods but exclusive of meal periods (with the exception of 2.d. below).

- a. Such rest periods shall not be scheduled within one (1) hour of the employee's starting time, or quitting time unless otherwise agreed to by the City and the Union. Employees may, with approval of their Department Head or designee, combine one (1) rest period and their lunch, but such time shall not exceed forty five (45) minutes. The City agrees to reasonably allow this combination, except when bonafide work reasons require otherwise.
- b. All employees (with the exception of Dispatchers and CSO's as in section c. below) normally shall be allowed an unpaid lunch period of not less than thirty (30) minutes nor more than one (1) hour which shall be scheduled generally in the middle of the work shift. All

employees are encouraged to take their lunch and rest breaks and will not be unreasonably denied.

- c. Dispatchers and CSO's shall normally receive a thirty (30) minute paid lunch break and two (2), fifteen (15) minute paid breaks. All employees are encouraged to take their lunch and rest breaks and will not be unreasonably denied. Lunch and rest breaks not taken shall not be subject to overtime.
- d. The agreed procedure for lunch breaks for employees in the class of Police Records Supervisor assigned to the City of Reno, Department of Police, Records and Identification Bureau working the swing and graveyard shifts shall be as follows:
  - 1. Employees in the class noted above working the shifts noted above shall work an eight (8) hour work day.
  - 2. This work day includes two (2) fifteen minute rest breaks.
  - 3. The two (2) rest breaks provided for in the current contract may, at the employee's request, be combined into a one-half (1/2) hour lunch period.
  - 4. The lunch period shall generally be scheduled in the middle of the affected employee's work day, except as otherwise agreed to by the employee and his/her supervisor.

3. Employees working a five (5) day, forty (40) hour week shall receive two (2) consecutive days off in the work week unless otherwise approved by the employee and the City or due to a permanent work schedule change. Employees on a 4/10 alternative work schedule will normally receive three (3) consecutive days off.

4. When an employee is ordered by the City to attend training, the time spent in training (classroom training and/or compulsory homework assignments) shall be counted as hours worked. Training which takes place during off-duty hours with attendance voluntary is not hours worked. An employee's work schedule may be changed temporarily, without written notice, to accommodate attendance for training.

5. Employees shall be given at least fifteen (15) workdays written notice prior to a permanent change in their assigned hours of work, unless due to an emergency or unless mutually agreed to by the City and the Union.

6. Notwithstanding "1" above, employees of a specific section, unit, division or department may work a modified workweek, subject to approval by the City and the Union.

7. Nothing contained herein shall be construed as limiting or preventing the City from establishing other work shifts when mutually agreed to by the City and the Union.

B. OVERTIME AND COMPENSATORY TIME

1. The City Manager or a Department Head may require an employee to work overtime.
2. Employees will be compensated only for overtime ordered by authorized supervisory and/or management personnel.
3. Employees required to work in excess of forty (40) hours per week shall be compensated for such overtime with pay at one and one-half (1-1/2) times the employee's regular hourly rate for each quarter (1/4) hour or major portion thereof, or, at the request of the employee and approval of the Department Head, by compensatory time off on the basis of one and one-half (1-1/2) hours off for each hour of overtime worked for each quarter (1/4) hour or major portion thereof.
  - a. If the department is unable to schedule and grant time off within six (6) months from the date the overtime was performed, cash payment shall be made in lieu of compensatory time.
  - b. Management will not be unreasonable in the scheduling of compensatory time and will consider the employee's request and the operating demands.
  - c. No employee shall be permitted to accumulate over one hundred twenty (120) hours of compensatory time.
4. Absence with pay shall be counted as time worked.
5. Part-time employees shall be compensated for overtime at their regular hourly rate for each hour worked in excess of their normal workday or week; provided, however, for work performed in excess of forty (40) hours per week, they shall be compensated as provided in "3" above.
6. Employees who work overtime shall promptly and accurately report such time in the manner prescribed by the City.
7. The City agrees to make a reasonable effort to distribute overtime among employees in the same work unit insofar as circumstances permit.
8. The City agrees to make a reasonable effort in assigning overtime work to employees on a voluntary basis if practical.
9. All overtime work will be assigned at the beginning of the workday whenever reasonable and practical.
10. Employees required to work on a holiday shall receive, in addition to straight time pay for the holiday, overtime compensation pay at one and one-half (1-1/2) times the employee's regular hourly rate for each quarter (1/4) hour or major portion thereof.

C. STANDBY AND CALL BACK ASSIGNMENTS

1. Any employee who is required to remain on standby shall be compensated for each hour the employee is in standby status at the rate of one-fifth (1/5<sup>th</sup>) hour pay at the employee's regular hourly rate.

2. An employee assigned to standby shall not be required to remain at home but shall be issued and will carry a cell phone. In the event the carrying of a cell phone is impractical or service is unavailable, the employee shall be responsible for keeping his/her department informed where he/she may be reached by telephone during said standby time. When assigned to standby, the employee shall remain in such proximity to work that he/she may reasonably report for duty within forty-five (45) minutes of notification.

3. A supervisor who is called in to perform work shall be compensated for all hours worked at the appropriate rate of pay, with a minimum guarantee of two (2) hours unless the call back merges with the employee's regular shift.

4. Any employee called in to work shall be paid travel time to and from the employee's "called in to work" assignment and the location from which the employee responds. It is understood that if the employee's work performed abuts his/her regular work shift or previously scheduled overtime, travel time will not be paid.

5. All pay earned shall be added to the payroll for the period during which the work was performed.

6. When an off duty employee receives a telephone call or page at home when no other supervisor or stand by supervisor is available, the employee shall receive fifteen (15) minutes of pay at the overtime rate for each ten (10) to twenty (20) minutes of calls received.

**ARTICLE IX. SALARIES**

A. SALARY PAYMENT

1. All employees shall be paid on each biweekly Friday.

2. Those employees whose normal work schedule does not include Fridays may pick up their paychecks on the preceding Thursday after 2:00 p.m.

B. SALARY ADMINISTRATION

1. Administration, Confirmation and Probationary Period

a. The City Manager or his/her designee shall be responsible for the administration of salaries in accordance with the provisions of this Article.

- b. An employee shall be eligible for confirmation upon successful completion of a twelve (12) month probationary period for those hired on or after July 1, 2002.

2. Salary Rate Upon Initial Appointment

- a. Upon initial appointment, the entrance rate will be the minimum rate of the range for the class of the position involved.
- b. Employees hired on or after July 1, 2013 will begin at Step "0", which is set 5% below Step "1" and incorporated on Salary Schedule as shown in Appendix D.2.
- c. In exceptional cases where an applicant for a position may have qualifications distinctly above and beyond the minimum qualification requirements for the class, or in cases where recruiting efforts have failed to fill a position at the minimum rate, the City Manager or his/her designee may authorize entrance at a rate above the minimum rate.
- d. In cases of inability to recruit at the minimum, any current employees in positions of the same class whose rates are below the rate established as entrance rate, shall have their pay adjusted to the rate at which the position was finally filled.

3. Salary Rate Upon Promotion

- a. Upon promotion to a position of a higher class, the employee's rate shall be the minimum rate of the range of the position to which promoted, or that rate within the range which is ten percent (10%) above the former rate, whichever is higher.
- b. Probationary employees promoted to a position of higher class in the same series prior to completion of his/her probationary period will be considered a regular employee of the City, and the balance of probationary period of the previous classification shall be waived.

4. Salary Rate Upon Demotion

- a. Upon involuntary demotion, the rate of pay in the lower range shall be set by the appointing authority.
- b. Upon demotion for failure to complete a promotion probationary period, the employee shall be placed in their former range at their previous rate, but shall be increased by any step increases the employee would have received.
- c. Upon demotion at the request of the employee, salary shall be reduced corresponding to the rate last held by the employee in the

lower range prior to his/her promotion from that level, but shall be increased by any step increases the employee would have received.

5. Performance Step Increase

- a. An employee who successfully completes two thousand eighty (2080) hours of satisfactory service, excluding overtime, after initial appointment or promotion to a position, shall be eligible for an increase and yearly thereafter, if appropriate, based upon the completion of successive two thousand eighty (2080) hour periods, excluding overtime.
- b. To be eligible for a performance step increase, the employee must meet a meritorious level of performance and competence since the last year's evaluation.
- c. If the advancement is delayed due to any performance or competence considerations, the effective anniversary date will also be delayed. However, if the delay was due to clerical or administrative delay or mistake, the proper adjustment shall be made retroactive to the date it was due.
- d. In the event that an employee is denied a performance step increase, the employee and the Union will be informed in writing of the specific reasons for such denial and may within five (5) working days of such notification request in writing a review before his/her Department Head or designee to discuss the reason for the denial.
  - (1) The review shall be attended by the employee, the employee's Union Representative, the supervisor, and the Department Head or his/her designee.
  - (2) The decision of the Department Head or his/her designee may be appealed to the City Manager or his/her designee for a final decision.
- e. If the performance step increase has not been paid, and there is no denial of the performance step increase in accordance with subparagraph d, above, at anytime after two (2) full pay periods following the employee's anniversary date, the Union may notify the Department of Human Resources in writing, with a copy to the Department Head, and request award of the performance step increase. Following notification from the Union, the Department Head shall notify the Department of Human Resources, within one (1) full pay period, if the employee's job performance is the basis for the non-award. If there is no response within the specified time period, or if the response indicates the delay is due to administrative oversight, the Human Resources Department shall initiate the applicable

performance step increase.

- f. Management will not be arbitrary or capricious in the denial of a performance step increase.
- g. A standard performance step increase shall be one step above the employee's present step in the assigned pay grade as provided in Appendices D-1 through D-4.
- h. For exceptional performance, the City Manager may approve a two (2) step increase.
- i. The decision to grant or deny a step increase is not subject to the grievance procedure.

6. Salary Rate of Supervisors

- a. Effective the first full pay period following July 1, 2006, after successful completion of the probationary period, a supervisor shall be paid a base salary rate at least fifteen percent (15%) higher than the regular base salary rate of his/her highest paid subordinate. A subordinate's salary rate for out of class assignment shall not be considered regular base salary. The percentage increase to the salary rate of a supervisor shall not be calculated based on any salary in excess of the highest step of the Local 39 Non-Supervisory current contract classification for which the Supervisor has responsibility. The salary rate adjustment shall not apply to temporary, temporary overtime, special event, emergency or other such short term assignments for either the supervisor or the subordinate. For purposes of this section, temporary assignment shall not exceed 31 calendar days.
- b. In the event that a supervisor, who has been receiving fifteen percent (15%) higher than his/her highest paid subordinate, will realize a reduction in salary due to the fact that he/she is no longer supervising that subordinate; then, the supervisor will retain the salary at his/her current adjusted rate, but have it frozen until such time that his/her regular salary equals the adjusted salary. While his/her salary rate is frozen, he/she will receive no across-the-board, cost-of-living, merit or any other salary increases.

C. REQUEST FOR JOB RECLASSIFICATION

- 1. Between November 1 and December 31, a department or an employee may submit a written request for a job reclassification with a copy to the Human Resources (HR) Department and a copy to his Department Head.
- 2. Between January 1 and February 1, the HR Department will schedule the

classification advisory committee to review the reclassification requests and submit recommendations to the City Manager for inclusion in the budget for the next fiscal year.

3. The City Manager shall make the final decision.
4. There is no appeal of the City Manager's final decision.

D. LONGEVITY PAY

In lieu of longevity, the parties have agreed to substitute a deferred compensation benefit as more specifically set out below.

E. DEFERRED COMPENSATION

1. The City shall contribute One Dollar (\$1.00) for each One Dollar (\$1.00) deferred and invested by the employee in the City approved Deferred Compensation program, up to a maximum City contribution equal to two and one-half percent (2.5%) of the employee's biweekly base wage not to exceed a total City contribution per calendar year of one-half the limit allowed to be deferred by Federal Law. Effective midnight June 30, 2015 this reverts to five percent (5.0%).

F. SHIFT DIFFERENTIAL

1. Effective the first full pay period following July 1, 2006, employees required to work between the hours of 6:00 p.m. and 6:00 a.m. as part of their regularly scheduled shift to include a temporary regularly scheduled shift (for example a temporary change in scheduled shift for snow removal) shall be compensated at the rate of one dollar and fifty cents (\$1.50) per hour for each scheduled hour actually worked during the period in addition to all other compensation.

2. The provisions of this section do not apply to stand-by, call back/appearance pay, or to any extension of the employee's assigned shift which results in overtime premium pay.

G. ACTING MANAGER PAY

When an employee is qualified and assigned in writing to an acting manager position, the employee shall receive a fifteen percent (15.0%) premium for the period so assigned. To qualify for compensation, the assignment must be in writing by the Department Head or his/her designee.

H. LICENSES AND FEES

1. After employment, if the City requires or requests that the employee obtain or maintain a special license, certification, or physical examination, the City shall pay all fees required for acquisition or renewal upon successful completion and presentation of a receipt for payment. This provision is subject to prior approval of the Department Head.

- a. The employee shall be released from work with pay as necessary for acquisition or renewal.
- b. At the sole discretion of the City, an employee may be required to obtain any physical examination from a physician designated by the City.

2. The City may designate a limited number of positions within the Supervisory Unit which shall require a Commercial Driver's License.

- a. Effective the first full pay period following July 1, 2006, such positions will be eligible for a license premium pay of twenty-five dollars (\$25.00) per pay period.

Said license premium pay shall be paid to those employees required, as a condition of employment, to hold a valid Commercial Driver's License.

- b. Those receiving the license premium pay have the responsibility for keeping current the Commercial Driver's License and Medical Card and the City shall pay fees as specified in section 1. above.
- c. Eligibility for such positions shall be based upon the following criteria:
  - (1) Priority will be given to employees currently holding a valid Commercial Driver's License.
  - (2) If there are more employees holding a license than positions available which require the license, assignment to such positions shall be based upon relative seniority within the class.
  - (3) If there are insufficient employees available for assignment who currently hold a Commercial Driver's License, then eligibility for obtaining a license shall be based upon relative seniority within the class.
- d. Individuals hired into supervisory unit positions subsequent to July 1, 2006, shall not be eligible for license premium pay as outlined within this Article as identified as Subsection I. 2. a.

## I. BENEFIT ELIGIBILITY

### 1. Definition of Continuous Service

- a. Service commencing the first day of employment in a regular position within the bargaining unit until voluntary separation.

- b. Authorized unpaid leaves of absence of more than ten (10) consecutive working days will be deducted from continuous service.
- c. Any suspension time not reversed by the City Manager or grievance procedure will be deducted from continuous service.
- d. Any absence without authorized leave of three (3) consecutive work days shall cause an interruption in an employee's service with the City.

2. Continuous Service

- a. A continuous service date shall be computed for each employee and will be part of the service record.
- b. This date will be adjusted based on continuous service and will be used to calculate increased entitlement to annual leave, sick leave, and longevity pay where applicable, based upon successive two thousand eighty (2080) hour work periods, excluding overtime.

3. Implementation

- a. This new method of adjusting service dates will begin July 1, 1984.
- b. No corrections will be made using this method for service prior to July 1, 1984.

4. Regular Part-Time Employees

- a. Any employee filling a regular part-time position of at least twenty (20) hours per week will receive a pro-rata accumulation of all applicable pay, benefits, and accruals provided to regular full-time employees.
- b. Such pro-rata contributions shall be based on the employee's regularly scheduled shift.
- c. Should an employee's actual work hours exceed their regularly scheduled shift for two (2) consecutive pay periods, the pro-rata contributions shall be retroactively adjusted to the increase in hours.
- d. If an employee is absent from work, he/she will have charged to the appropriate leave the pro-rated hours (For example, an employee working twenty (20) hours per week who is sick one day will be charged four (4) hours sick leave).

J. BILINGUAL PAY

- 1. The City may designate, on a city-wide basis, certain positions to provide

bilingual services.

2. Any employee voluntarily assigned to one of these designated positions shall receive compensation in the amount of forty dollars (\$40.00) for Level 1 and sixty dollars (\$60.00) for Level 2 per pay period for the period so assigned.

a. To be eligible for reimbursement, the assignment must be approved by the City Manager and the employee must qualify through the City Manager approved testing procedures.

K. CONFINED SPACE INCENTIVE PAY

Effective the first full pay period following July 1, 2006, an employee assigned by the Department Head or designee to be on the Confined Space Team shall receive an additional fifty dollars (\$50.00) per biweekly pay period when so assigned. To be eligible for the incentive pay, the employee must be fully trained in confined space rescue.

**ARTICLE X. ALLOWANCES AND REIMBURSEMENT**

A. UNIFORM ALLOWANCE

1. Any employee who is required by virtue of the duty of employment, or by request of his/her Department Head, to wear a uniform designated by the City, and which is not furnished by the City, shall be paid a uniform allowance in addition to other compensation.

2. The uniform allowance shall be seven hundred dollars (\$700.00) per year. For CSO's the uniform allowance shall be nine hundred dollars (\$900.00) per year.

3. The allowance shall be paid in two semi-annual installments equal to one-half of the annual allowance with the final payroll during the month of December and the month of June each fiscal year. The City will compensate the employee up to five hundred dollars (\$500.00) per calendar year for damage or loss of uniforms if the loss or damage occurred while the employee was in performance of his/her duty and/or through no fault of the employee.

4. In lieu of the uniform allowance provided for in this section, the City may elect to furnish either directly or through contract facilities the required uniform or required replacement uniform items. The City shall provide one (1) uniform for every work day of the employee's regular work week, plus one (1).

5. Upon termination from City employment, the Department Head, at his/her discretion, may require the employee to return to the City any uniform or parts thereof in his/her possession at the time of termination.

B. VEHICLE ALLOWANCE

Effective the first full pay period following July 1, 2002, those employees who held

the classification of Public Works Crew Supervisor as of January 1, 2002 and who were no longer allowed to take home City vehicles as of that date, shall receive the equivalent of fifteen dollars (\$15.00) biweekly to be paid once per month. Employees hired as Public Works Crew Supervisors after January 1, 2002 or not assigned a take home vehicle prior to that date, will not be eligible for this benefit.

Effective the first full pay period following July 1, 2006, the Traffic Signal Maintenance Supervisor shall receive the same as the Public Works Crew Supervisors.

## **ARTICLE XI. HOLIDAYS**

### **A. OBSERVANCE**

1. Every employee shall be entitled to a day off from work with pay on the following holidays during each year:

- a. New Year's Day (January 1)
- b. Martin Luther King's Birthday (Third Monday in January)
- c. Washington's Birthday (Third Monday in February)
- d. Memorial Day (Last Monday in May)
- e. Independence Day (July 4)
- f. Labor Day (First Monday in September)
- g. Nevada Day (Last Friday in October)
- h. Veteran's Day (November 11)
- i. Thanksgiving Day (Fourth Thursday in November)
- j. Day after Thanksgiving (Friday)
- k. Christmas Day (December 25)
- l. One (1) personal floating holiday to be used within the fiscal year.
- m. And upon any other day that may be declared by the Mayor, the Governor of the State of Nevada, or the President of the United States to be a legal holiday or day of mourning applicable to and intended to be observed by closure of local government public offices.

2. To be eligible for holiday pay, an employee must be on the active payroll of the City and must have worked his/her full regularly scheduled workday before and after the holiday, unless excused by the City.

3. For employees regularly scheduled a Monday-Friday workweek, whenever one of these holidays falls on a Saturday, the preceding Friday will be observed as a holiday; and should it fall on a Sunday, the following Monday will be observed as a holiday.

4. Employees regularly scheduled on an other than Monday-Friday workweek, should the holiday fall on his/her first non-workday, the previous workday will be observed as that holiday, and should the holiday fall on his/her second or third non-workday, the following workday will be observed as that holiday.

5. Employee's holiday time off shall be equivalent to their required shift schedule for one (1) day.

B. HOLIDAY WORKED PAY

1. Should any employee be required by order of his/her Department Head to work on any of the above named holidays, if eligible for holiday pay, in addition to this holiday pay he/she shall receive one and one-half (1-1/2) times his/her regular hourly rate of pay for each hour or major fraction worked, up to a maximum number of hours equal to the number of hours he/she is regularly scheduled for a normal workday.

2. Pay for a holiday worked will be added to the payroll for the period within which the holiday falls.

C. HOLIDAY BONUS LEAVE

1. An employee may choose to receive holiday bonus leave in lieu of holiday pay for any holiday worked.

2. The holiday bonus leave will be accumulated at one and one-half (1-1/2) times the number of hours worked for each hour or major fraction worked.

3. Holiday bonus leave must be used within one (1) year of the date earned.

**ARTICLE XII. LEAVES**

A. VACATION

1. The earned vacation for all regular full time employees shall be based upon years of service as a regular full time employee with the City, and shall be as follows:

<u>Years of Continuous Service</u>	<u>Hours of Vacation Earned Per Bi-Weekly Pay Period</u>
Less than 5 years	4
5 years, but less than 10 years	5
10 years, but less than 15 years	6
15 years, but less than 20 years	7
20 years or more	8

2. Vacation credits may be maintained in the employee's vacation balance up to a maximum number of hours equal to that number which can be earned in a two (2) year period plus forty (40) hours with the exception that those with less than five (5) years of service shall retain the 264 hour maximum as follows:

<u>Years of Service</u>	<u>Maximum Number of Vacation Hours Which Can be Banked</u>
Less than 5 years	264 hours
5 years, but less than 10 years	300 hours

10 years, but less than 15 years	352 hours
15 years, but less than 20 years	404 hours
20 years or more	456 hours

3. Vacation credits shall accrue for each pay period the employee is in full pay status a major portion of his/her regularly scheduled biweekly hours.

- a. Vacation shall be charged on the basis of one (1) hour for each full hour or major portion of an hour of vacation taken.
- b. Vacation taken during a biweekly period shall be charged before vacation earned during that pay period is credited.
- c. Holidays, as enumerated in this Contract, occurring within the vacation period will not be counted as vacation days.
- d. Sick leave will not be granted in lieu of vacation time.

4. When vacations may be taken shall be determined in advance by the department head after considering the needs of the service and the wishes and seniority of the employees.

5. Regular employees who leave the employment of the City for any reason shall be compensated for earned vacation benefits accrued at the time of such departure from the City's employment.

6. Upon request an employee may cash out up to forty (40) hours of accumulated, but unused, regular vacation leave in increments of twenty (20) hours. To be eligible, the employee must file a written notice with the Department Head and have demonstrated to have taken at least two (2) weeks vacation in one (1) week increments within the past twelve (12) months or demonstrate that a vacation request was made and denied. Compensatory time used shall be considered vacation taken for purposes of this Article. This Article XII, A, (6) shall be suspended for the term of this Agreement and reinstated effective June 30, 2015 at 23:59.

#### B. LEAVE OF ABSENCE

1. Leave of absence will only be granted if approved by the Human Resources Department.

2. If the leave of absence is not approved by the Human Resources Department, the employee may appeal to the Reno Civil Service Commission.

C. SICK LEAVE

1. All regular full-time employees shall be entitled to earn and accumulate sick leave without limitation at the following rates:

<u>Regularly Scheduled</u> <u>Hours Per Week</u>	<u>Sick Leave Earning</u> <u>Rate Per Bi-Weekly Pay Period</u>
40 hours	4.0 hours

2. Sick leave credits shall accrue for each pay period the employee is in full pay status a major portion of his/her regularly scheduled biweekly hours.

3. Sick leave shall be an absence from work by reason of illness, injury or death under the following circumstances:

- a. Sick leave may be granted only as the result of:
  - (1) Illness or injury of the employee;
  - (2) Attendance for the illness or injury of any relative within the third degree of consanguinity or affinity (Consanguinity is defined as kinship to include blood relationship; whereas affinity is the connection existing in consequence of marriage) e.g., spouse, parent, child, grandparent, brother or sister; or grandchild, adopted child and stepchild that reside with the employee; or
  - (3) Death of any relative defined above.
- b. In the event of a death in the immediate family as defined in C.3.a.(2) above, an employee shall be granted days off with pay to attend the funeral or services as provided below:
  - (1) If attending services in town, up to three (3) days may be taken as Bereavement Leave and shall not be deducted from the employee's sick leave.
  - (2) If attending services out-of-town beyond 100 miles of Reno, up to five (5) days may be taken with the understanding that the additional two (2) days will be charged to sick leave.

\* Consanguinity or affinity chart is attached as Appendix C.

4. Sick leave shall be charged on an hourly basis for each full hour or major portion of an hour of sick leave taken.

- a. Holidays occurring during sick leave periods shall not be counted as sick leave.

- b. Sick leave taken during a biweekly pay period shall be charged before sick leave earned during that pay period is credited.

5. If an employee does not have adequate accrued sick leave time, the employee may request the use of accrued vacation in lieu thereof and such request shall not be unreasonably denied.

6. An employee requiring sick leave must provide his/her Department Head with evidence of such need.

- a. Thereupon, the Department Head shall guarantee his personal knowledge of the need by certifying to the payroll clerk the granting of sick leave.
- b. To insure such knowledge, he/she may reasonably require the employee to provide written doctor's statement before sick leave may be granted, provided the department has notified the employee in advance of such a requirement. As used in this section, "in advance" means:
  - (1) standing notification that all future requests for sick leave shall require a doctor's statement certifying the need;
  - (2) notification concurrent with the employee's request for sick leave; or
  - (3) notification following the employee's request for sick leave but prior to the employee's return to duty provided the employee is still in a sick leave status.
- c. Additional documentation may be required of the employee depending on the seriousness of the disability.
- d. Such documentation will include a statement from a licensed physician certifying:
  - (1) that the employee suffers from an illness, injury or condition which prevents him/her from performing his/her assigned duty;
  - (2) the period of time necessary for treatment of and recovery from such illness, injury or condition;
  - (3) the date the employee is expected to be released to return to work; and
  - (4) any work limitation(s) which apply upon the employee's return to duty, including length of time such limitation(s) may apply.

7. Upon retirement, an employee hired prior to June 20, 1977, shall be compensated for accrued sick leave at the rate of one (1) hour's pay at his/her regular hourly rate for every two (2) hours of sick leave accrued up to 1300 hours. To be eligible for this benefit, an employee may not use more than sixty (60) hours of sick leave each year in the last two (2) years of service, except in the case of a documented serious health condition.

8. Upon retirement, an employee hired after June 20, 1977, shall be compensated for accumulated but unused sick leave as follows:

- a. Effective July 1, 2006, employees having a minimum of 450 to 750 hours shall be compensated at the rate of forty percent (40%) of total accumulated hours up to a maximum of forty percent (40%) of 750 hours at his/her base hourly rate of pay. The amount of compensation shall be paid in cash or used to purchase additional PERS, or may be placed in a deferred compensation account..
- b. Effective July 1, 2006, employees having a minimum of 751 to 1300 hours shall be compensated at the rate of sixty percent (60%) of his/her total accumulated hours up to a maximum of sixty percent (60%) of 1300 hours, at his/her base hourly rate of pay. The amount of compensation shall be paid in cash or used to purchase additional PERS, or may be placed in a deferred compensation account.
- c. To be eligible for this benefit, an employee must not use more than one hundred sixty (160) hours of sick leave during the last twenty four (24) months of service, except in the case of a documented serious health condition in accordance with the Family Medical Leave Act (FMLA).
- d. An employee is only eligible for one sick leave payoff program upon separation of employment or retirement.

9. In the event of on-the-job death of an employee all accumulated sick leave shall be paid to the employee's estate at one hundred percent (100%) of the employee's last base hourly rate.

#### D. SICK LEAVE FOR MATERNITY

Sick leave for maternity will be administered as required by law and will comply with Family Medical Leave Act (FMLA) regulations.

#### E. BONUS LEAVE

Effective July 1, 2006, for all employees covered by bonus sick leave, bonus sick leave hours shall be converted to regular sick leave. Bonus sick leave shall sunset:

F. JURY DUTY AND WITNESS APPEARANCE

1. Any employee required by legal process to serve on any jury or to appear for jury selection shall receive his/her regular salary as though he/she were actually on the job during this time, provided that he/she remits such jury fees (excluding mileage and meal reimbursement, if any) to the City Clerk for deposit into the General Fund of the City.

- a. Any employee appearing on jury duty during scheduled days off shall retain any witness fees but will not receive regular salary.
- b. Any employee appearing for jury service shall have the jury service time counted as time worked on that work day.
- c. Employees receiving summons for jury service shall immediately notify their department head to make the necessary scheduling changes.
- d. If the employee is released from jury service and four (4) or more hours are remaining on the employee's scheduled work shift, he/she shall report back to his/her department to resume work for the remainder of his/her regular shift.

2. Witness Appearance: An employee ordered by legal process to appear as a witness in court, or at another judicial or administrative tribunal, shall be subject to the following regulations:

- a. If called as a witness during regular work hours for any proceeding which arises out of the employee's work duties performed on behalf of the City of Reno, the employee shall receive his/her regular salary for all hours involved in responding to and being available for the witness service, and for all time spent in actual testimony.
- b. If called as a witness during regular work hours for any criminal proceeding or for any civil proceeding wherein the employee is testifying on behalf of the City of Reno, the employee shall receive his/her regular salary for all hours involved in responding to and being available for the witness service, and for all time spent in actual testimony.
- c. If called as a witness in any other civil proceeding, the employee may utilize paid or unpaid leave subject to the terms of this Agreement, or under other City or departmental policy.
- d. Any employee who is assigned "court standby" not during their regular duty hours who may be called to respond to court in order to testify shall receive one (1) hour stand-by pay for the appropriate A.M. or P.M. hours, or two (2) hours for the entire day if the subpoena or

standby is for both A.M. and P.M. In no case will stand-by pay exceed one (1) hour for A.M. or one (1) hour for P.M. for the same day. Upon arriving on duty when called up from stand-by for court on their day off, an employee will be compensated in accordance with the overtime section of this contract. Overtime will only be paid for hours actually worked. Should two or more court stand-by notices or subpoenas be issued for the concurrent time period, an employee will only be paid once for the concurrent time.

3. With respect to both Jury Duty and Witness Appearances, it is agreed that the department and the employee shall cooperate to utilize flexible hours, temporary shift changes and other techniques to facilitate the employee's appearance and minimize the employee's inconvenience.

#### G. MILITARY LEAVE

1. Any employee who is an active member of the Nevada National Guard, or any reserve component of the United States Armed Forces, shall be relieved for his/her duties, upon request, to serve under orders on training duty without loss of his/her regular compensation for a period not to exceed fifteen (15) working days in any one calendar year.

2. Any such absence shall not be deducted from the employee's accrued vacation.

3. In addition to the foregoing benefit, military leave shall be handled in accordance with the requirements of federal law.

#### H. ON-THE-JOB DISABILITY LEAVE

1. Whenever an employee receives an injury, while on duty with the City which is determined by the worker's compensation provider to be compensable, and the injury prevents the employee from performing his/her normal full-time duties, the City shall pay full salary to the employee for a period of up to but not exceeding thirty (30) calendar days from the date of absence from work. For qualifying injuries occurring on or after June 1, 1988, the City shall pay full salary to the employee for a period of up to 320 cumulative work hours not to exceed a period of twelve (12) consecutive months from date of injury.

- a. During this period, the employee shall not forfeit any accrued sick leave.
- b. Upon expiration of the applicable period provided for in paragraph H.1. after the on-the-job injury, if the employee is still unable to work, he/she may elect to utilize accrued sick leave, during which period the employee shall receive full compensation from the City, and his/her sick leave shall be charged at the rate of one (1) hour of sick leave for every two (2) hours of sick leave taken for the difference in hours between worker's compensation pay and his/her salary.

- c. Holidays occurring during an injury leave will not be counted as part of the applicable period provided in paragraph 1 above.
- d. To be entitled to the benefits of this article, the employee shall return to the Reno City Clerk all worker's compensation payments covering the applicable period(s) provided in paragraph 1 above.

2. When accrued sick leave has expired, if the employee is still unable to work, except for total accumulated vacation time pay, the employee shall receive no additional compensation from the City.

3. When receiving worker's compensation benefits, an employee shall not accrue sick leave and vacation.

4. If the employee is continually confined to a duly licensed hospital, as a result of the on-the-job injury, the City will pay full regular salary to the employee during the entire period of the confinement until the worker's compensation payments cease in connection with this injury.

- a. When the City Council determines that special circumstances warrant the action, the above requirements of continual confinement to a duly licensed hospital may be waived by action of the City Council.
- b. During this period, the employee will not forfeit sick leave or vacation benefits, but will refund all worker's compensation payments to the City.

5. Whenever medically and administratively feasible the City will provide light duty work.

- a. The City may send, at the City's expense, an injured worker to its physician to ascertain whether or not light duty work is physically harmful to the employee.

6. The employee has the right to seek, at the employee's expense, a second opinion if the employee disagrees with the findings of the City's physician.

#### I. FAMILY MEDICAL LEAVE ACT

Family Medical Leave Act shall be administered equally for all employees as required by Federal Law.

#### J. CATASTROPHIC LEAVE DONATION

All employees will be allowed to donate compensable leave, including sick leave up to 1300 hours at the time it is compensable, vacation leave or compensatory time to fellow employees in accordance with the City Voluntary Leave Donation procedure. Leave

donation does not include sick leave bonus.

### **ARTICLE XIII. HEALTH AND WELFARE**

#### **A. CITY OF RENO GROUP INSURANCE**

1. The City shall make contributions equal to one hundred percent (100%) of the employee only cost of the health and life insurance premiums for each full-time probationary employee, and full-time regular employee and for each qualified part-time employee on a pro rata basis (pursuant to Article IX, Section J, paragraph 4) to any of the following insurance plans:

- a. A group medical and dental indemnity plan, benefit of which shall be provided through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the City.
- b. At least one Health Maintenance Organization plan as required by Federal law.
- c. Any other prepaid or indemnity group medical and dental plan or plans (including health maintenance organizations) determined appropriate by the City.

2. Each employee enrolled in the City's group health and life insurance program shall, as part of the coverage provided in Section A.1 above, be provided term life insurance under a policy which offers coverage in an amount equivalent to one (1) times the employee's annual base salary. The amount of the term life insurance coverage shall revert to Ten Thousand Dollars (\$10,000) for those employees who retire and continue as part of the City of Reno insurance group, regardless of the type of retirement. The term life insurance coverage for retirees shall be subject to the reduction formula specified in the group term life insurance policy.

3. The City shall contribute to the cost of dependent coverage an amount equal to fifty percent (50%) of the cost of the indemnity plan coverage for each dependent category, for those qualifying employees who decide to be covered by A.1. above effective July 1, 2013.

- a. This amount shall be used as a credit to the appropriate category of dependent coverage selected by the employee.
- b. This credit shall only be available to those employees who qualify and elect to receive dependent coverage.
- c. Under no circumstances will the City contribute more to the cost of dependent coverage than the actual cost of that coverage.

4. If the cost of dependent coverage selected by the employee under A.3. above

exceeds the maximum City contributions, the employee shall pay the additional cost.

5. All qualified employees who select coverage under Section A.1. above, shall be covered by, and the City contributions shall be made for, the plan(s) of his/her choice on the first of the month following thirty (30) calendar days of his/her initial date of hire.

6. Specific medical and dental benefit levels and premium costs are not set forth in this Contract for the insurance programs available under this Contract.

- a. It is understood that plan benefits are determined by the providers and the City. As such, plan benefit levels are not subject to bargaining under this Contract.
- b. The City assumes no responsibility for replacement of benefits which may be changed.
- c. It is understood that plan costs, premiums or funding levels for employee and dependent categories are determined by the providers and not subject to bargaining under this Contract.
- d. The City assumes no responsibility for increased plan costs except as provided in Section A.1 of this Article.

7. The City agrees to provide an open enrollment period at least annually. Such enrollment period and employee and dependent eligibility shall be in accordance with the policies and rules of the insurance carrier or carriers including the City for self-funded plans.

8. Each medical insurance or health plan provides for coordination with Medicare coverage and any employee who participates in a plan is subject to the requirements of that plan, including provisions relating to Medicare.

- a. The City is not responsible for the replacement of benefits which may be reduced, eliminated or made more expensive as a result of coordination with Medicare.
- b. City contributions are not payable toward contributions an employee is required to make to the Federal government for Medicare coverage.

9. The City agrees to pay one hundred percent (100%) of the health and life insurance premium for the employee only coverage category for any employee who retires on or after July 1, 2002, and who has thirty (30) or more full-time years of continuous, regular service with the City of Reno or twenty-five (25) or more full-time years of continuous, regular service with the City of Reno, plus up to five (5) years of additional PERS credit for a total of thirty (30) years PERS credit. To qualify, the employee must be eligible to retire, must immediately go from City of Reno employment into PERS retirement status and must receive retirement benefits under PERS. This benefit shall continue so long as the retiree remains in the City's group health insurance program and until the

retiree is eligible for federal benefits under Medicare or other federal programs or reaches age sixty-five (65), whichever occurs first. The City reserves the right to alter the plans and benefit schedules available to such retirees in accordance with changes implemented under the City's health and life insurance program for active employees. This benefit will not apply to employees hired on or after July 1, 2013.

10. The City agrees to pay seventy five percent (75%) of the health and life insurance premium for the employee only coverage category for any employee who retires on or after July 1, 2002, and who has fifteen (15), but less than thirty (30) full-time years of continuous, regular service with the City of Reno or fifteen (15) or more full-time years of continuous, regular service with the City of Reno, plus up to five (5) years of additional PERS credit for a total of twenty (20) years PERS credit. To qualify, the employee must be eligible to retire, must immediately go from City of Reno employment into retirement status and must receive retirement benefits under PERS. This benefit shall continue so long as the retiree remains in the City's group health insurance program and until the retiree is eligible for federal benefits under Medicare or other federal programs or reaches age sixty-five (65), whichever occurs first. The City reserves the right to alter the plans and benefit schedules available to such retirees in accordance with changes implemented under the City's health and life insurance program for active employees. This benefit will not apply to employees hired on or after July 1, 2013.

11. The City agrees to pay fifty percent (50%) of the health and life insurance premium for the employee only coverage category for any employee who retires and who has ten (10), but less than fifteen (15) full-time years of continuous, regular service with the City of Reno. To qualify, the employee must be eligible to retire, must immediately go from City of Reno employment into retirement status and must receive retirement benefits under PERS. This benefit shall continue so long as the retiree remains in the City's group health insurance program and until the retiree is eligible for federal benefits under Medicare or other federal programs or reaches age sixty-five (65), whichever occurs first. The City reserves the right to alter the plans and benefit schedules available to such retirees in accordance with changes implemented under the City's health and life insurance program for active employees. This benefit will not apply to employees hired on or after July 1, 2013.

12. The retiree medical benefits described in Subsections 9, 10, 11 will not apply to employees hired after July 1, 2013.

#### **B. LONG-TERM DISABILITY INSURANCE**

The City shall provide long-term disability insurance to employees covered under this Agreement in accordance with the terms of the long-term disability policy in effect between the City and the long-term disability carrier.

#### **C. PHYSICAL EXAMINATIONS**

Annual physical examinations are provided for in the health insurance plans and the City shall reimburse employees for the co-pay, not to exceed two hundred dollars (\$200.00) per twenty-four (24) month period.

## **ARTICLE XIV. RETIREMENT**

A. The retirement system for all regular employees shall be the Public Employee Retirement System of Nevada (PERS) in accordance with applicable provisions of NRS.

1. Future PERS rate increases/decreases on and after July 1, 2011 to be split equally between the City and the employee. The Salary Table and the salary of each employee shall be considered to be automatically decreased by one-half of any PERS increases and increased by one-half of any PERS rate decrease.

B. The parties recognize that an employee may not be mandatorily retired because of attaining a particular age. It is agreed, however, that continued employment in City service is contingent upon satisfactory performance of his/her assigned duties.

## **ARTICLE XV. SAFETY AND HEALTH**

### **A. OBJECTIVE**

1. The City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards.

2. The City shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.

### **B. SAFETY COMMITTEE**

1. One (1) employee representative of the bargaining unit will serve as a member of the City's Executive Safety Committee. The employee representative will be selected by the Union.

2. The employee member's attendance at the City's Executive Safety Committee meetings shall be without loss of pay, provided that there will be no overtime payment for time spent in such meetings.

### **C. PROTECTIVE GEAR AND EQUIPMENT**

1. When it is determined by the City that specific protective devices, wearing apparel, and other equipment necessary to protect an employee from injury or exposure is reasonable and prudent, the City shall furnish such devices, apparel and/or equipment, which may include, but shall not be limited to, coveralls, safety boots, safety glasses and rain gear.

2. In lieu of furnishing the specified items of safety boots and safety glasses, the City may elect to reimburse covered employees up to one hundred dollars (\$100.00) per purchase as governed by the replacement provisions below. In order to be eligible for reimbursement as provided in this paragraph, the employee must submit proof of purchase

with his/her claim.

3. Effective July 1, 2006, the City will reimburse up to an additional one hundred dollars (\$100.00) for safety boots only.

4. When replacement of any item provided pursuant to this section is required due to normal wear, such replacement shall be at the City's expense. When replacement of any item is required as a result of an employee's negligence or misconduct, such replacement shall be at the employee's expense.

## **ARTICLE XVI. CAREER DEVELOPMENT**

### **A. TRAINING COURSES**

This Article, XVI, Section A, Training Courses, shall be suspended for the term of this Agreement.

1. An employee will be reimbursed for educational training courses pursuant to the following conditions:

- a. The training must be directly related to the employee's career development plan as approved by the Department Head.
- b. Only a regular full-time employee who has been so employed for at least one (1) year will be eligible for reimbursement.
- c. Reimbursement must be approved by his/her Department Head prior to starting educational training courses and shall be for required and elective courses needed to complete a declared Associate's, Bachelor's or Master's Degree; or for specialized training.
- d. No employee will be reimbursed for more than two thousand dollars (\$2,000.00) per fiscal year, however, reimbursement will not be effected if the cost is assumed by any other institution, scholarship or grant-in-aid. No employee shall be reimbursed for more than four hundred dollars (\$400.00) for seminars. Reimbursement will not be effected if the cost is assumed by any other institution, scholarship or grant-in-aid.
- e. Reimbursable expenses shall be restricted to tuition, course fees and required textbooks.
- f. A course must be taken from a recognized and accredited school or NENA or APCO for specialized training.
- g. Presentation of evidence of passing grade and the surrender of all textbooks for placement in the departmental reference library.

2. While courses should normally be taken on the employee's own time, exception may be granted by his/her Department Head, in which case hours away from work must be deducted from earned vacation, compensatory time or be recorded as an unpaid leave of absence. Subject to the Department Head's approval up to four (4) hours per week away from work to take courses may be granted without deduction from regular pay.

3. For purposes of this article, approval or determination by the Department Head is not subject to the grievance procedure.

#### B. TRAINING PROGRAMS

1. The City and the Union agree, when feasible, and when the number of employees warrant, to cooperate in City in-house training programs.

2. The City may contract with the Union to provide training programs.

#### C. CAREER DEVELOPMENT/SUPERVISOR TEAMWORK DEVELOPMENT FUND

Each supervisor will be allowed a reimbursement up to two hundred dollars (\$200.00) per fiscal year for supplies, products, or non-cash awards used in promoting the team environment in which they directly supervise. Reimbursement is subject to the Department Head and must be approved in advance.

#### D. EDUCATIONAL INCENTIVE PAY

1. Effective the first full pay period following July 1, 2002, educational incentive pay shall be paid in accordance with the following:

a. A full time employee who has obtained an Associate Degree from an accredited college or university shall receive twenty-five dollars (\$25.00) per biweekly pay period.

b. A full time employee who has obtained a Bachelor's Degree from an accredited college or university shall receive fifty dollars (\$50.00) per biweekly pay period.

c. A full time employee who has obtained a Master's Degree from an accredited college or university shall receive one hundred dollars (\$100.00) per biweekly pay period.

d. A full time employee who has obtained a NENA or APCO certificate or a Management certificate from the University of Nevada Reno Professional Development Certificate Program shall receive twenty-five dollars (\$25.00) per biweekly pay period.

e. No employee shall receive compensation under more than one of the degree incentive subsections a. through c. above; however an employee who

receives the NENA, APCO or Management certificate in subsection d. above shall be eligible to compound that incentive with either the Associate's or Bachelor's degree incentive, not to exceed one hundred dollars (\$100.00) per biweekly pay period.

f. An employee requesting educational incentive pay shall be required to provide proof of the required degree and such pay shall begin the first full pay period following the date the certification or degree is provided to the department payroll clerk and forwarded to the finance payroll division.

E. SENIOR ENVIRONMENTAL CONTROL OFFICER INCENTIVE PAY:

For the Senior Environmental Control Officer classification, a five percent (5%) additional pay increase shall be awarded for each of the following certifications:

1. Grade 3 Nevada/California Environmental Compliance or Industrial Waste.
2. Grade 4 Nevada/California Environmental Compliance or Industrial Waste.

F. SENIOR CODE COMPLIANCE OFFICER INCENTIVE PAY

1. The Senior Code Compliance Officer classification shall be eligible for the same incentive pay as Code Compliance Inspector as specified in the Local 39 Non-Supervisory contract Appendix E, Certification/Educational Courses Chart.
2. No employee shall receive more than ten percent (10%) of his base pay under this section.

G. SENIOR BUILDING AND SAFETY INSPECTOR INCENTIVE PAY

1. The Senior Building and Safety Inspector Classification shall be eligible for the same incentive pay as Combination Inspector as specified in the Local 39 Non-Supervisory contract Appendix E, Certification/Educational Courses.
2. An additional five percent (5%) pay increase shall be awarded for each of the following, not to exceed a total of ten percent (10%):
  - a. UNR certification program
  - b. Associates Degree
  - c. Management Academy
  - d. Emergency Management for Public Agencies
  - e. ICBO Building Official Certification
3. No employee shall receive more than ten percent (10%) of his base pay under this section.

## **ARTICLE XVII. LABOR/MANAGEMENT COMMITTEE**

A. A Labor/Management Committee consisting of three (3) Supervisory Bargaining Unit members, seven (7) Rank and File Bargaining Unit members, four (4) representatives designated by the City Manager, the Labor Relations Administrator, and the Union Business Representative shall hold meetings as may be agreed upon by the Committee. This Committee shall meet at least two (2) times per year, once in the first half of the calendar year and second in the latter half of the calendar year. Minutes of the meeting shall be made available to the members of the Committee and the Union.

B. The Union and the City agree to furnish to the other in writing the names of the representatives, their titles and areas of responsibility, and the co-chairpersons immediately after their designation. The City and the Union agree to present in writing to each other on January 1 of each year of this agreement an updated list of the representatives and co-chairpersons.

C. The meetings will be held for the purpose of:

1. Discussing the administration of this Contract.
2. Exchanging general information of interest to the parties.
3. Giving the representatives the opportunity to share the views and concerns of represented employees and their management.

D. The meetings shall be conducted alternately by two (2) co-chairpersons, with one (1) co-chairperson designated by the Union and one (1) co-chairperson designated by the City. The co-chairpersons shall be responsible for conducting all advance notifications and preparing and distributing advance meeting agendas to all concerned parties. It shall be the responsibility of the alternate co-chairperson for documentation of the minutes.

E. It shall be the responsibility of the Union representatives to personally notify their Department Head or his/her designee of the dates and times of such meetings.

F. Attendance at such meeting shall be without loss of pay, provided that no employee shall be eligible for any overtime payment for time spent in any meetings authorized by the provisions of this Article.

G. No discussion or consideration of any item before the Labor/Management Committee shall be deemed as a limitation on the City's rights, the Union's rights or any other specific contractual language.

## **ARTICLE XVIII. MISCELLANEOUS**

### **A. LAYOFF**

1. Should it become necessary in any department to layoff any employee, the parties hereby agree that employee(s) will be laid off in accordance with the following

guidelines:

- a. Layoffs of employee(s) covered by this agreement shall be made by department based on city-wide seniority in the job classification.
  - (1) The least senior employee in the targeted job classification within the affected department shall be first to be laid off; provided, however, that:
    - (a) No regular employee shall be laid off while there are temporary employees who are serving in the same department in the same job classification; and
    - (b) No confirmed employee shall be laid off while there are probationary employees who are serving in the same department in the same job classification.
  - (2) "City-wide seniority in a job classification" shall be defined as years of continuous City service in the job classification.
    - (a) Years of continuous service shall commence on the employee's "start-in-class" date and end on the date the employee vacates the classification, less adjustments for unpaid leaves of absences of more than ten (10) consecutive working days.
    - (b) Service on a part-time basis shall be given prorated value in determining the employee's seniority, computed on the basis that 2,080 hours is equal to one (1) year of full-time service.
    - (c) No credit shall be allowed for time spent under temporary appointment.
- b. Should city-wide seniority in the job classification be the same, then, in order shall be considered total continuous department seniority and total continuous City seniority.

2. The City will notify the employee(s) affected and provide the Union with a list of employees to be laid off at least ten (10) working days prior to the effective date of any layoff.

3. The City and the Union agree to meet to discuss alternatives to any layoff.

4. Such alternatives may include reduced workweek, leave of absence, voluntary layoff, and/or other issues which may minimize mandatory layoffs.

5. Employees laid off pursuant to the above shall have such bumping rights as

may be provided under the Civil Service Rules and Regulations. The City and the Union agree to meet to discuss any proposed changes to the Civil Service Rules and Regulations governing bumping rights.

6. Vacation, sick and sick bonus hours accumulated but unused at the time of layoff shall not be available for cash out, but shall be held and credited upon the employee's return pursuant to section C.3 below. The City Manager may, in extraordinary circumstances, approve an exception to the cash out provision.

- a. If the City Manager approves cash out at the time of layoff, the affected bank of hours shall cease to exist.

7. At the time the employee is laid off, cash payment shall be made for accumulated but unpaid hours in the employee's compensatory time account.

8. When a reduction in force is contemplated, the City agrees to meet and confer with the Union on the impact including consideration of PERS buyout, continuation of employee medical plans and other possible incentives to early separation.

## B. RECALL

1. The names of employees who are laid off shall be placed on a departmental layoff register for the job classification held at the time of layoff.

- a. Names shall be placed on this layoff register in the inverse order of their layoff, that is, the last person laid off shall be the number one person on the layoff register.
- b. The name of the employee shall remain on that list for a period not to exceed three (3) years.

2. Persons on the layoff register shall have preference for recall over all others to the job classification and department from which laid off.

- a. Persons whose names are placed on a layoff register shall be recalled according to his/her city-wide seniority in the affected job classification, the most senior person the first to be offered an opportunity to return.
- b. An individual who has been recalled pursuant to the above, who fails to respond or refuses to accept the job, shall have his name removed from the layoff register.

3. The names of persons on the layoff register shall also be placed on the top of the city-wide promotion or open eligible list for the job classification in which they were employed at the time of lay off. Department managers shall retain discretion to select and make appointments as provided under the Civil Service Rules and Regulations. The City and the Union agree to meet to discuss any proposed changes to the Civil Service Rules

and Regulations which serve to expand the department manager's right to select and make appointments.

4. During the time an individual is on a departmental layoff register, the City will notify that individual of vacancies which may occur in positions which have been authorized for hire.

5. When the City Manager authorizes the filling of a regular position in the Civil Service where the vacancy is not reserved for individuals with recall rights, and so long as names on departmental layoff registers are still active, said vacancy shall be filled by selection from an eligibility list established using a city-wide competitive examination; except that:

- a. If the city-wide competitive examination fails to produce an eligibility list containing three (3) qualified names, the certification may include names taken from an open competitive eligibility list. The City may, at its discretion, provide for simultaneous open and city-wide examinations.
- b. The provisions of this section shall not apply to recruitments conducted for the job classifications of Police Officer and Fire Fighter.
- c. For purpose of this section, "city-wide competitive examination" shall mean that the competition is restricted to active employees of the City and individuals whose names appear on departmental layoff registers.

6. If a job classification is modified subsequent to the time the employee is laid off, the employee's rights of return as specified within this Article shall extend to the successor classification.

7. If an individual is hired to a job classification other than the job classification from which he was laid off, he shall have the right to return to the department and job classification he held prior to being laid off should it subsequently become available, provided that his name is still on the departmental layoff register.

Further, if an individual is offered a job in a different job classification, the individual shall have the right to refuse the offer without affecting his standing on the departmental layoff register.

8. Individuals eligible for recall shall be given fourteen (14) calendar days notice of recall. Notice of recall shall be sent to the individual by certified mail with a copy to the Union. The individual must notify the Department Head of his intention to return within five (5) workdays after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the individual. It shall be the obligation and responsibility of the individual to provide the City with his latest mailing address.

C. The following provisions shall apply upon recall or return to active City service immediately following a layoff:

1. Time spent in the laid off status shall be deducted from the employee's continuous service date, but shall not be considered as a break in continuous service.

2. Upon recall or return to the job classification held at the time of layoff, the employee shall be placed on the pay schedule within the grade assigned to the job classification at the same step that he/she held at the time of his/her layoff.

a. In the event the employee returns to a job classification other than the job classification held at the time of his/her layoff, the employee shall be placed on the pay schedule within the grade assigned to the job classification at that step which corresponds to the step held at the time of his layoff. (For example, if the employee was at Step 5 at the time of his layoff, he shall be placed at Step 5 upon his return.)

3. Except where the bank ceased to exist because the City Manager approved cash out, the employee shall receive full credit for vacation, sick and sick bonus hours accumulated but unused at the time of his layoff.

D. In lieu of the grievance-arbitration procedures specified in Article VI. of this labor agreement, the parties agree to the following appeal process:

1. Upon signing of this agreement, a four person panel will be established to hear appeals that arise regarding the administration of the Layoff provisions of this Article. This panel shall be comprised of four members, with the City selecting two members and the Union selecting two members.

2. Within five (5) calendar days of receipt of notification of pending layoff, an individual may appeal his layoff if he believes the layoff was taken out of the order specified above where said error directly resulted in his layoff. The appeal must be filed in writing with the Department of Human Resources. The appeal must state the employee's exact reasons therefore and must include copies of any substantiating documentation.

a. Within five (5) calendar days from the receipt of the appeal, the panel established under 1. above shall convene to examine the relevant evidence and take testimony.

b. Within five (5) calendar days of that meeting, the panel shall render its decision and reasons therefore in writing. A copy of this decision shall be provided to the employee and the Union.

c. If the majority of the panel is unable to reach consensus, the standing members of the panel shall jointly select a fifth (5th) member who, after review of the evidence, shall issue decision breaking the tie.

(1) If the panel is unable to mutually agree upon the selection of a

fifth (5th) member, the Labor Relations Administrator and the Union Representative shall meet to jointly select and appoint the fifth (5th) member.

- d. The decision of the panel shall be final and binding on the parties.

## **ARTICLE XIX. EFFECTIVE DATE AND DURATION**

### **A. EFFECTIVE DATE AND DURATION**

1. This Contract shall be in full force and effect July 1, 2011, and shall continue in force until June 30, 2015.

2. This Contract shall be automatically renewed from year to year thereafter unless amended by mutual agreement of both parties.

3. Any side letters dated prior to July 1, 2006, and not included in an Appendix or incorporated in this Agreement are hereby null and void.

4. In the event that prior to the expiration of this Agreement, the City claims a "fiscal emergency" as defined below, the parties shall then meet and confer in good faith for the purpose of determining means of alleviating revenue shortfalls for the next fiscal year beginning July 1. Only Article IX, Salaries, shall be opened, unless mutually agreed upon by both parties.

The City shall identify the fund(s), the affected department(s) and the names and classifications of all affected employees within the identified(s).

- a. A "fiscal emergency" exists when a result of decreasing revenues, one of the following events occur:

(1) A severe financial emergency of the City is determined by the Nevada Department of Taxation in accordance with NRS 354.685; or

(2) The consolidation tax revenue and ad valorem receipts received by the City decline by more than eleven percent (11%) from the fiscal year in the month ending April 30, compared to the prior fiscal in the month ending April 30, and no additional funds have been received to make up less than the eleven percent (11%) decline.

- (b) A "fiscal emergency" shall not exist or be claimed by the City, if the following exists:

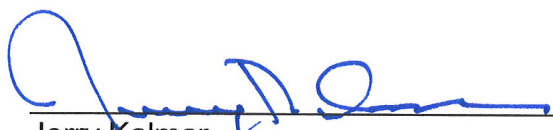
(1) Has any reserve fund balances, including any "stabilization reserve" with the exception of minimum reserve funds required by law and those that meet the definition of "restricted assets"

as defined by GASB 34. The City agrees to provide the Union with any and all information in regards to all reserve funds.

B. IN WITNESS WHEREOF, the City and the Union have caused these presents to be duly executed by their authorized representatives this 25 day of

OCTOBER, 2013

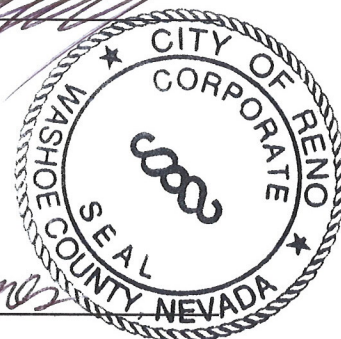
CITY OF RENO, NEVADA

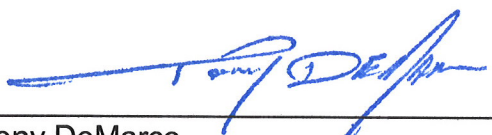
  
Jerry Kalmar,  
Business Manager  
I.U.O.E. Local 39, AFL-CIO

  
Mayor

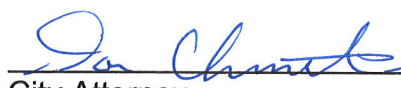
ATTEST:


  
City Clerk

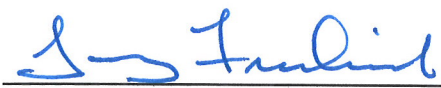


  
Tony DeMarco,  
President  
I.U.O.E. Local 39, AFL-CIO

APPROVED AS TO LEGAL FORM:

  
City Attorney

  
Joan Bryant,  
Director Public Employees  
I.U.O.E. Local 39, AFL-CIO

  
Jerry Frederick,  
Business Representative  
I.U.O.E. Local 39, AFL-CIO

  
Ella Mae Carthen  
Negotiation Team Member



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Terry McCullough  
Negotiation Team Member



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Ed Stewart  
Negotiation Team Member

APPENDIX A  
ALPHABETICAL LIST OF CLASSES

LOCAL 39 SUPERVISORY

<u>CLASS GRADE</u>	<u>CLASS TITLE</u>
S27	Community Services Supervisor
S25	Evidence Technician Supervisor
S23	Golf Services Coordinator
S30	Inspection Services Supervisor
S25	Management Assistant
S26	Permit Services Supervisor
S30	Plans Examiner Supervisor
S24	Police Records Supervisor
S28	Public Safety Dispatch Supervisor
S28	Public Works Crew Supervisor
S23	Recreation Program Coordinator
S29	Senior Code Compliance Officer
S30	Senior Combination Inspector
S26	Survey Party Chief
S29	Traffic Signal Maintenance Supervisor
S24	Tree Maintenance Crew Supervisor

## APPENDIX B

### SUPERVISORY STEWARD REPRESENTATION AREAS WITH OFFICE, SHOP OR CREW STEWARD AREAS

The Supervisory Unit is divided into four (4) Representation Areas. Each Representation Area will have a Steward.

1. City Hall, City Hall Annex, Police Department Building, Municipal Court.
2. Public Safety Dispatch.
3. Public Works Corporation Yard.
4. Parks, Recreation, City Hall Garage and Police Communications Shop.

Appendix C  
DEGREE OF CONSANGUINITY AND AFFINITY

							7	GGGGG/ Grandpare
						6	GGGGG Grandparent	
					5	GGGG Granparent		GGGGG Aunt/Uncl
			4	GGG Grandparent			GGGG Aunt/Uncle	
		3	GG Grandparent		GGG Aunt/Uncle			Child of GGGG Aunt/Uncl
	2	Great Grandparent		GG Aunt/Uncle		Child of GGG Aunt/Uncle		
1	Grandparent		Great Aunt/Uncle		Child of GG Aunt/Uncle		Grandchil of GGG Aunt/Uncl	
	Parent		Aunt/Uncle		Child of Great Aunt/Uncle		Grandchild of GG Aunt/Uncle	
Deceased		Brother Sister		Cousin		Second Cousin		Third Cou:
	Child		Niece Nephew		Child of Cousin		Child of Second Cousin	
		Grandchild		Grand Niece Nephew		Grandchild of Cousin		Grandchil of Secon Cousin
			Great Grandchild		Great Grand Niece Nephew		Great Grandchild of Cousin	
				GG Grandchild		GG Grand Niece Nephew		GG Grandchi of Cousi
					GGG Grandchild		GGG Grand Niece Nephew	
						GGGG Grandchild		GGGG Gr Niece Nephew
							GGGGG Grandchild	

**Local 39 Supervisory Unit**  
**Salary Schedule for - July, 2011 to June, 2013 - Exhibit D-1**  
**NV PERS CONTRIBUTION REDUCTION EFFECTIVE 1ST FULL PAY PERIOD IN JULY 2011**  
**SALARIES REDUCED BY 1.125% NVPERS CONTRIBUTION**

		*****STEP*****							
Classification	Grade	1	2	3	4	5	6	7	8
Golf Services Coordinator Recreation Program Coordinator	S23	22.95	24.10	25.30	26.57	27.89	29.29	30.75	32.29
		1,835.91	1,927.67	2,024.17	2,125.42	2,231.41	2,342.94	2,460.01	2,583.41
		47,733.69	50,119.34	52,628.39	55,260.84	58,016.69	60,916.49	63,960.26	67,168.56
Annual									
Police Records Supervisor Tree Maintenance Crew Supervisor	S24	24.10	25.30	26.57	27.89	29.29	30.75	32.29	33.90
		1,927.67	2,024.17	2,125.42	2,231.41	2,342.94	2,460.01	2,583.41	2,712.34
		50,119.34	52,628.39	55,260.84	58,016.69	60,916.49	63,960.26	67,168.56	70,520.81
Annual									
Evidence Technician Supervisor Management Assistant	S25	25.30	26.57	27.89	29.29	30.75	32.29	33.90	35.60
		2,024.17	2,125.42	2,231.41	2,342.94	2,460.01	2,583.41	2,712.34	2,847.60
		52,628.39	55,260.84	58,016.69	60,916.49	63,960.26	67,168.56	70,520.81	74,037.60
Annual									
Survey Party Chief	S26	26.57	27.89	29.29	30.75	32.29	33.90	35.60	37.37
		2,125.42	2,231.41	2,342.94	2,460.01	2,583.41	2,712.34	2,847.60	2,989.98
		55,260.84	58,016.69	60,916.49	63,960.26	67,168.56	70,520.81	74,037.60	77,739.48
Annual									
Permit Services Supervisor Community Services Supervisor	S27	27.89	29.29	30.75	32.29	33.90	35.60	37.37	39.25
		2,231.41	2,342.94	2,460.01	2,583.41	2,712.34	2,847.60	2,989.98	3,140.27
		58,016.69	60,916.49	63,960.26	67,168.56	70,520.81	74,037.60	77,739.48	81,647.02
Annual									
Public Safety Dispatch Supervisor Public Works Crew Supervisor	S28	29.29	30.75	32.29	33.90	35.60	37.37	39.25	41.21
		2,342.94	2,460.01	2,583.41	2,712.34	2,847.60	2,989.98	3,140.27	3,296.89
		60,916.49	63,960.26	67,168.56	70,520.81	74,037.60	77,739.48	81,647.02	85,719.09
Annual									
Senior Code Compliance Inspector Traffic Signal Maint. Supervisor	S29	30.75	32.29	33.90	35.60	37.37	39.25	41.21	43.27
		2,460.01	2,583.41	2,712.34	2,847.60	2,989.98	3,140.27	3,296.89	3,461.42
		63,960.26	67,168.56	70,520.81	74,037.60	77,739.48	81,647.02	85,719.09	89,996.82
Annual									
Plans Examiner Supervisor Senior Combination Inspector Inspection Services Supervisor	S30	32.29	33.90	35.60	37.37	39.25	41.21	43.27	45.43
		2,583.41	2,712.34	2,847.60	2,989.98	3,140.27	3,296.89	3,461.42	3,634.65
		67,168.56	70,520.81	74,037.60	77,739.48	81,647.02	85,719.09	89,996.82	94,500.77
Annual									

**Local 39 Supervisory Unit**  
**Salary Schedule - July, 2013 to June, 2015 - Exhibit D-2**  
**NV PERS CONTRIBUTION REDUCTION EFFECTIVE 1ST FULL PAY PERIOD IN JULY 2013**  
**SALARIES REDUCED BY 1% NVPERS CONTRIBUTION**

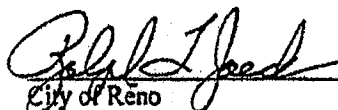
		*****STEP*****									
Classification	Grade	0	1	2	3	4	5	6	7	8	
Golf Services Coordinator Recreation Program Coordinator	S23	21.58	22.72	23.85	25.05	26.30	27.61	28.99	30.44	31.97	Hourly
		1,726.40	1,817.60	1,908.00	2,004.00	2,104.00	2,208.80	2,319.20	2,435.20	2,557.60	Bi-Weekly
		44,886.40	47,257.60	49,608.00	52,104.00	54,704.00	57,428.80	60,299.20	63,315.20	66,497.60	Annual
Police Records Supervisor Tree Maintenance Crew Supervisor	S24	22.66	23.85	25.05	26.30	27.61	28.99	30.44	31.97	33.57	Hourly
		1,812.80	1,908.00	2,004.00	2,104.00	2,208.80	2,319.20	2,435.20	2,557.60	2,685.60	Bi-Weekly
		47,132.80	49,608.00	52,104.00	54,704.00	57,428.80	60,299.20	63,315.20	66,497.60	69,825.60	Annual
Evidence Technician Supervisor Management Assistant	S25	23.80	25.05	26.30	27.61	28.99	30.44	31.97	33.57	35.24	Hourly
		1,904.00	2,004.00	2,104.00	2,208.80	2,319.20	2,435.20	2,557.60	2,685.60	2,819.20	Bi-Weekly
		49,504.00	52,104.00	54,704.00	57,428.80	60,299.20	63,315.20	66,497.60	69,825.60	73,299.20	Annual
Survey Party Chief	S26	24.99	26.30	27.61	28.99	30.44	31.97	33.57	35.24	37.00	Hourly
		1,999.20	2,104.00	2,208.80	2,319.20	2,435.20	2,557.60	2,685.60	2,819.20	2,960.00	Bi-Weekly
		51,979.20	54,704.00	57,428.80	60,299.20	63,315.20	66,497.60	69,825.60	73,299.20	76,960.00	Annual
Permit Services Supervisor Community Services Supervisor	S27	26.23	27.61	28.99	30.44	31.97	33.57	35.24	37.00	38.86	Hourly
		2,098.40	2,208.80	2,319.20	2,435.20	2,557.60	2,685.60	2,819.20	2,960.00	3,108.80	Bi-Weekly
		54,558.40	57,428.80	60,299.20	63,315.20	66,497.60	69,825.60	73,299.20	76,960.00	80,828.80	Annual
Public Safety Dispatch Supervisor Public Works Crew Supervisor	S28	27.54	28.99	30.44	31.97	33.57	35.24	37.00	38.86	40.80	Hourly
		2,203.20	2,319.20	2,435.20	2,557.60	2,685.60	2,819.20	2,960.00	3,108.80	3,264.00	Bi-Weekly
		57,283.20	60,299.20	63,315.20	66,497.60	69,825.60	73,299.20	76,960.00	80,828.80	84,864.00	Annual
Senior Code Compliance Inspector Traffic Signal Maint. Supervisor	S29	28.92	30.44	31.97	33.57	35.24	37.00	38.86	40.80	42.84	Hourly
		2,313.60	2,435.20	2,557.60	2,685.60	2,819.20	2,960.00	3,108.80	3,264.00	3,427.20	Bi-Weekly
		60,153.60	63,315.20	66,497.60	69,825.60	73,299.20	76,960.00	80,828.80	84,864.00	89,107.20	Annual
Plans Examiner Supervisor Senior Combination Inspector Inspection Services Supervisor	S30	30.37	31.97	33.57	35.24	37.00	38.86	40.80	42.84	44.98	Hourly
		2,429.60	2,557.60	2,685.60	2,819.20	2,960.00	3,108.80	3,264.00	3,427.20	3,598.40	Bi-Weekly
		63,169.60	66,497.60	69,825.60	73,299.20	76,960.00	80,828.80	84,864.00	89,107.20	93,558.40	Annual


APPENDIX E  
AGREEMENT

CELLULAR TELEPHONE ALLOWANCE

The following shall serve as an agreement between the City of Reno and Employees Union Local No. 39 for cellular telephone services.

1. The City of Reno, in an effort to reduce administrative costs and excess cellular telephone usage, has put forth the following to provide a cellular telephone allowance to authorized employees in lieu of directly providing a cellular telephone and a service provider.
2. This allowance would be provided on a monthly basis, and at one of three levels of payment, depending on the user's requirements and department head approval. The levels are \$25.00, \$35.00, or \$70.00 per month.
3. The authorized cellular telephone user will be responsible for acquiring their own equipment and service provider. The monthly allowance will be paid to the employee regardless of whether the employee expends the full allowance on City business or not.
4. If the employee exceeds their monthly allowance for City business, the allowance will not be adjusted unless so authorized by the department head.
5. The City will not be responsible for any theft or loss of equipment nor shall they be responsible for any additional expenses incurred for equipment insurance.
6. Any additional expenses incurred because of late charges, sales tax, and/or special carrier charges shall be the sole responsibility of the employee.
7. The City will not be responsible for any required account deposits unless it is determined that such deposits, as required by the service provider, would present a financial hardship to the employee. In this case, the City will make an appropriate administrative decision to resolve the issue at their sole discretion.
8. Authorized employees will be required to furnish documentation substantiating existence of an active cellular telephone account upon request. The employee is required to notify the City immediately upon termination of an account.
9. The City will provide the employee a minimum notice of 30 days prior to termination of a City-provided cellular account and providing an allowance.
10. The employee will be responsible for any additional income taxes resulting from the allowance.

  
\_\_\_\_\_  
City of Reno  
Ralph Jaeck  
Assistant City Manager

  
\_\_\_\_\_  
Employees Union Local No. 39  
Jerry Frederick  
Business Manager